

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION

Jessica Hogan, et al

Case No. 2:15-cv-2883

Plaintiffs

Hon. Judge Algenon L. Marbley

Vs.

Magistrate Judge Elizabeth P. Deavers

Cleveland Ave Restaurant, et al

Defendants

**CONSENT JUDGMENT ENTRY RESOLVING
PLAINTIFF'S MOTION TO ENFORCE SETTLEMENT AGREEMENT**

THIS MATTER comes before the Court upon Plaintiff's Motion to Enforce Settlement Agreement that was filed on September 29, 2020, as well as Plaintiff's Motion to Include Jasmine Briley in Bartender Settlement Payout filed on May 7, 2021. The parties represent that they have reached an agreement resolving all issues set forth in those Motions. The Court finds the parties' agreement to be fair and equitable.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Jasmine Briley shall be included in the Bartender Settlement Payout in accordance with the terms of the Settlement Agreement.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Selena Wells shall be included in the Entertainer Class in accordance with the terms of the Settlement Agreement.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Defendants, Cleveland Ave Restaurant, Inc., d/b/a Sirens, Cleveland Avenue Café, Inc. d/b/a Sirens and their successors and assigns (collectively, "Sirens"), Francis Sharrak ("F. Sharrak") and Michael Sharrak ("M. Sharrak") shall deposit the sum of Eighty-Two Thousand, Eight Hundred Five Dollars (\$82,805.00) into Plaintiffs' Counsel's escrow account on or before April 1, 2022 to bring current all of Defendants Sirens, M. Sharrak and F. Sharrak's (collectively "Defendants") obligations to the Entertainer Class under the Settlement Agreement.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Class Counsel shall transfer the funds that Defendants pay on or before April 1, 2022 to the Entertainer Claims Administrator, CAC Services Group, LLC, who, after payment of the Court-awarded attorney fees, litigation expenses, and incentive awards, shall distribute said remaining funds to Entertainer Class Members in accordance with Section 5 of the Settlement Agreement (including the Submission Payments).

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that, no later than April 15, 2022, Defendants shall distribute the amount of funds due the Bartender Class, *i.e.*, \$96,431.57, to the members of that Class (including Ms. Briley) in accordance with Section 4 of the Settlement Agreement.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Defendants shall pay to the Entertainer Claims Administrator the sum of Eight Thousand Dollars (\$8,000.00) into the Entertainer Claims Administrator's escrow account on or before the 21st day of each month (beginning April 21, 2022) until a total of Six Hundred Thousand Dollars (\$600,000.00) (minus the One Hundred Seventy-Nine Thousand, Two Hundred

Thirty-Six and 57/100 Dollars (\$179,236.57) acknowledged herein) has been deposited; and the Entertainer Claims Administrator shall distribute such funds to Entertainer Class Members in accordance with Section 5 of the Settlement Agreement.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that, in the event that Class Counsel obtains an injunction or settlement with another sexually oriented business as contemplated under Section 9(C) of the Settlement Agreement, Class Counsel shall notify Defendants' counsel of record of same.

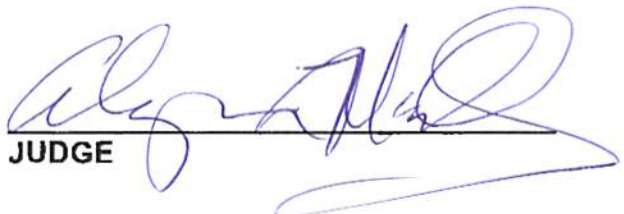
IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Special Master Camillus is directed to submit an invoice to Defendants for the services he has rendered herein.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Defendants shall pay the invoice submitted by Special Master Camillus within thirty (30) days of receipt of same.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that, other than the fees owed to Special Master Camillus, nothing herein shall increase Defendants' liability beyond the Six Hundred Thousand Dollars (\$600,000.00) owed under the terms of the Settlement Agreement.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Plaintiffs' Motion to Enforce Settlement Agreement is hereby denied without prejudice.

IT IS SO ORDERED.


JUDGE

Dated: 3/31/22